

Case 3:04-cv-05411-FDB Document 112 Filed 06/08/2005 Page 1 of 11

Judge Franklin D. Burgess

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**JUL 15 2005**  
  
CLERK U.S. DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT TACOMA  
BY \_\_\_\_\_ DEPUTY

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT TACOMA

CADET MANUFACTURING COMPANY.

**Plaintiff.**

V

AMERICAN INSURANCE COMPANY,  
ROYAL INSURANCE COMPANY OF  
AMERICA f/k/a ROYAL GLOBE  
INSURANCE COMPANY, EMPLOYERS  
INSURANCE COMPANY OF WAUSAU,  
AMERICAN GUARANTEE AND LIABILITY  
INSURANCE COMPANY, FIREMAN'S  
FUND INSURANCE COMPANY,  
NATIONAL SURETY CORPORATION,  
GRANITE STATE INSURANCE COMPANY,  
CENTURY INDEMNITY COMPANY,  
GREAT AMERICAN INSURANCE  
COMPANY, AND AGRICULTURAL  
EXCESS AND SURPLUS INSURANCE  
COMPANY.

### Defendants.

NO. C04-5411 FDB

**STIPULATION AND ~~PROPOSED~~  
ORDER RE: CADET  
MANUFACTURING  
COMPANY'S MOTION FOR  
ORDER APPROVING  
SETTLEMENT AND BARRING  
CLAIMS AGAINST SETTLING  
INSURERS**



04-CV-05411-ORD

**STIPULATION AND PROPOSED ORDER - 1  
No. C04-5411 FDB**

**GORDON MURRAY TILDEN LLP**  
1001 Fourth Avenue, Suite 4000  
Seattle, WA 98154  
Phone (206) 467-6477  
Fax (206) 467-6292

## **STIPULATION**

WHEREAS, all parties have agreed to resolve by this Stipulation the issues raised by Cadet Manufacturing Company's ("Cadet") Motion for Order Approving Settlement and Barring Claims Against Settling Insurers ("Claim-Bar Motion");

IT IS HEREBY stipulated by the undersigned counsel for the parties as follows:

1. The Claim-Bar Motion may be GRANTED with respect to any contribution claims that may be asserted against the following settling defendants: American Insurance Company, Royal Insurance Company Of America F/K/A Royal Globe Insurance Company, Employers Insurance Company Of Wausau, American Guarantee and Liability Insurance Company, Fireman's Fund Insurance Company, National Surety Corporation, and Agricultural Excess and Surplus Insurance Company (the "Settling Defendants").

2. Neither the Claim-Bar Motion nor the Settlement Agreement and Release on which it is based shall prejudice or alter in any way: (a) defendant Granite State Insurance Company's ("Granite State") rights, defenses, or positions with respect to Cadet's claims for insurance coverage under Granite State's policies; (b) Cadet's rights, obligations, defenses, or positions with respect to Cadet's claims for insurance coverage under Granite State's policies; (c) Granite State's rights, obligations, defenses, or positions with respect to any future claims for contribution that may be asserted by defendants Century Indemnity Company ("Century") and/or Great American Insurance Company ("Great American") in connection with Cadet's claims for insurance coverage under Granite State's policies; or (d) Century's and/or Great American's rights, obligations, defenses, or positions with respect to any future claims for contribution that Century or Great American may assert against Granite State in connection with Cadet's claims for insurance coverage under Granite State's policies.

Case 3:04-cv-05411-FDB Document 112 Filed 06/08/2005 Page 3 of 11

1 "Claim Bar Order" within the meaning of Paragraph 2.8 of the Main Settlement Agreement.  
2

3 DATED this 7<sup>th</sup> day of June, 2005.

4

5 **GORDON MURRAY TILDEN LLP**

6 By   
7 Franklin D. Cordell, WSBA #26329

8 Attorneys for Plaintiff  
9 Cadet Manufacturing Company

10 **KELLER ROHRBACK L.L.P.**

11 By \_\_\_\_\_  
12 Margaret E. Wetherald, WSBA #13917  
13 Attorneys for Defendants  
14 Fireman's Fund Insurance Company and  
15 The American Insurance Company

16 **CARNEY BADLEY SPELLMAN, P.S.**

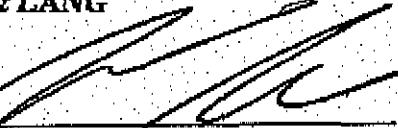
17 By \_\_\_\_\_  
18 Donald J. Verfurth, WSBA #15554  
19 Neal J. Philip, WSBA #22350  
20 Attorneys for Defendant  
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22 **GORDON & POLSCHER, L.L.C.**

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24 Joseph D. Hampton, WSBA #15297  
25 Russell W. Pike, WSBA #17715  
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29 **STIPULATION AND PROPOSED ORDER - 4**  
30 **No. C04-5411 FDB**

31 **SOHA & LANG**

32 By   
33 Steven Soha, WSBA #9415  
34 Misty Edmundson, WSBA #296096  
35 Attorneys for Defendant  
36 Century Indemnity Company

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44 **KARR TUTTLE CAMPBELL**

45 By \_\_\_\_\_  
46 Robert A. Radcliffe, WSBA #19035  
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49 American Guarantee and Liability Insurance  
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52 By \_\_\_\_\_  
53 Bryan M. Barber  
54 Attorneys for Defendant  
55 Employers Insurance of Wausau

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57 1001 Fourth Avenue, Suite 4000  
58 Seattle, WA 98154  
59 Phone (206) 467-6477  
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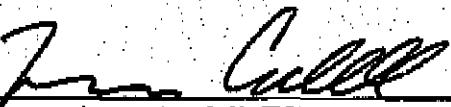
Case 3:04-cv-05411-FDB Document 124 Filed 07/15/05 Page 5 of 11

Case 3:04-cv-05411-FDB Document 112 Filed 06/08/2005 Page 5 of 11

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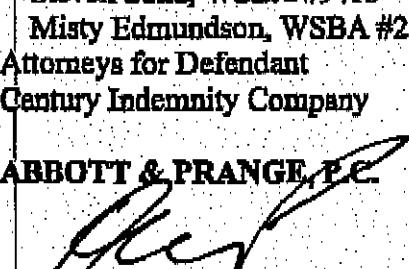
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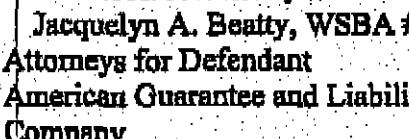
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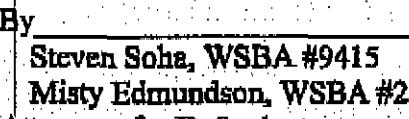
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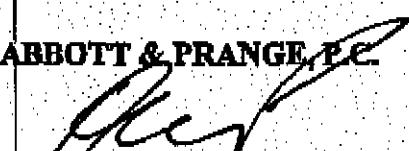
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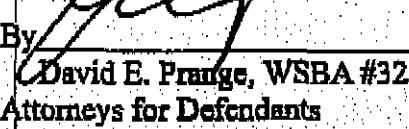
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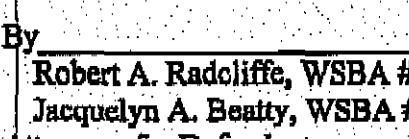
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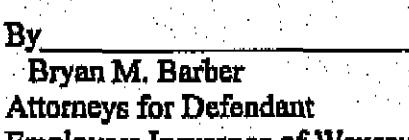
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50 Attorneys for Defendants  
51 Great American Insurance Company and  
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55 KARR TUTTLE CAMPBELL  
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64 BARBER LAW GROUP  
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66 By   
67 Bryan M. Barber  
68 Attorneys for Defendant  
69 Employers Insurance of Wausau  
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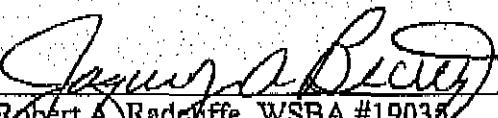
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Employers Insurance of Wausau

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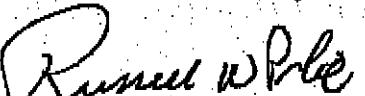
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DATED this 7<sup>th</sup> day of June, 2005.

6      GORDON MURRAY TILDEN LLP

7      By 

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 9      Attorneys for Plaintiff  
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 54     Employers Insurance of Wausau

1 CARON, CONSTANTS & WILSON  
2  
3

4 By Sherry L. Pantages (per telephone  
5 Sherry L. Pantages (per telephone  
6 Attorneys for Defendants *authority*)  
7 Fireman's Fund Insurance Company,  
8 American Insurance Company, and National  
9 Surety Corporation

10  
11 ORDER  
12

13 Based upon the above Stipulation,

14 IT IS HEREBY ORDERED that:

15 1. The Claim-Bar Motion is GRANTED with respect to any contribution claims that  
16 may be asserted against the Settling Defendants; and any and all actual or alleged insurers of  
17 Cadet are hereby enjoined from bringing any suit, proceeding, or claim for contribution against  
18 any or all such Settling Defendants.

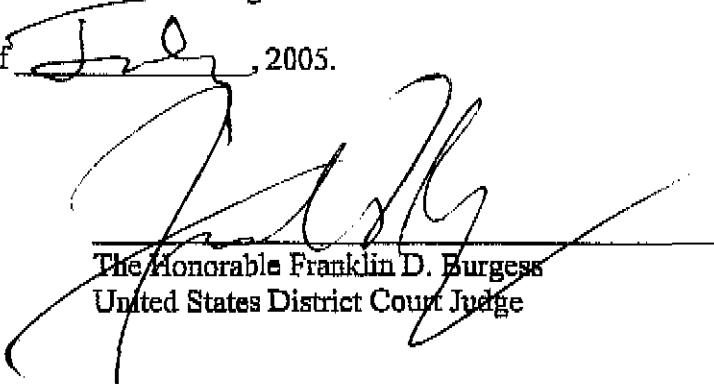
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20 2. Neither the Claim-Bar Motion nor the Settlement Agreements shall prejudice or  
21 alter in any way: (a) defendant Granite State's rights, defenses, or positions with respect to  
22 Cadet's claims for insurance coverage under Granite State's policies; (b) Cadet's rights or  
23 positions with respect to Cadet's claims for insurance coverage under Granite State's policies;  
24 (c) Granite State's rights, defenses, or positions with respect to any claims for contribution that  
25 may be asserted against Granite State by defendants Century and/or Great American in  
26 connection with Cadet's claims for insurance coverage under Century's and/or Great American's  
27 policies; (d) Century's and/or Great American's rights, defenses, or positions with respect to any  
28 claims for contribution that may be asserted by Granite State against Century and/or Great  
29 American in connection with Cadet's claims for insurance coverage under the Granite State  
30 policies; (e) Century's and/or Great American's rights or positions with respect to any claims for  
31

contribution that Century or Great American may assert against Granite State in connection with  
Cadet's claims for insurance coverage under Century's or Great American's policies; or (f)  
Granite State's rights or positions with respect to any claims for contribution that Granite State  
may assert against Century and/or Great American in connection with Cadet's claims for  
insurance coverage under Granite State's policies.

3. Approval of the Settlement Agreements shall not confer any rights or benefits  
upon the Port of Vancouver, nor shall it be deemed a comment upon any rights or benefits  
possessed by the Port of Vancouver.

4. This Stipulation and Order constitutes a "Final Claim-Bar Order" within the  
meaning of Paragraph 2.8 of the Main Settlement Agreement.

DATED this 15 day of July, 2005.

  
The Honorable Franklin D. Burgess  
United States District Court Judge

Presented by:

GORDON MURRAY TILDEN LLP

By   
Franklin D. Cordell, WSBA #26329  
Attorneys for Plaintiff  
Cadet Manufacturing Company